

Entity Number 143585Contact Person Lawrence TangApplicant's Form Identifier EM8DATAPhone Number 626-453-3739**Block 5: Discount Funding Request(s)**

Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 1 of 1

- 10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 Category of Service (only ONE category should be checked)

- ☒ **PRIORITY 1**
Telecommunications Service
- ☐ **PRIORITY 2**
Internal Connections Other than Basic Maintenance
- ☐ Internet Access
- ☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number404820000509872**13 SPIN - Service Provider Identification Number**1435002645**14 Service Provider Name**ABC

- 15a ☐ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number176

- 15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

- 15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:

1435002645**16a Billing Account Number (e.g., billed telephone number)**3222563074775

- 16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy)
(based on Form 470 filing)12/1/2004**18 Contract Award Date (mm/dd/yyyy)**1**19 Service Start Date (mm/dd/yyyy)**07/01/2005**20a Service End Date (mm/dd/yyyy)**06/30/2006**20b Contract Expiration Date (mm/dd/yyyy)**06/30/2006**21 Description of This Service:**

You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.

22 Entity/Entities Receiving This Service:

- a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:
- b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):

23 Calculations**A. Monthly charges (total amount per month for service)**54626.00**B. How much of the amount in A is ineligible?**0**C. Eligible monthly pre-discount amount (A minus B)**54626.00**D. Number of months service provided in funding year**12**E. Annual pre-discount amount for eligible recurring charges (C x D)**655512.00**F. Annual non-recurring charges**143298.20**G. How much of the amount in F is ineligible?**0**H. Annual eligible pre-discount amount for non-recurring charges (F minus G)**143298.20**I. Total funding year pre-discount amount (E + H)**798810.20**J. Discount from Block 4 Worksheet**89**K. Funding Commitment Request (I x J)**710741.08**Attachment**EM8DATA

Do not write in this area

Entity Number 143585 Applicant's Form Identifier EM8 DATA
Contact Person Lawrence Tang Phone Number 626-453-3739

Block 6: Certifications and Signature

24 ☒ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

- a ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or
- b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

25 ☒ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

- a Total funding year pre-discount amount on this Form 471
(Add the entries from Items 23I on all Block 5 Discount Funding Requests.) 798810.00
- b Total funding commitment request amount on this Form 471
(Add the entries from Items 23K on all Block 5 Discount Funding Requests.) 710941.08
- c Total applicant non-discount share
(Subtract Item 25b from Item 25a.) 87869.12
- d Total budgeted amount allocated to resources not eligible for E-rate support
- e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.) 87869.12
- f ☐ Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.

26 ☒ I certify that all of the schools and libraries or library consortia listed in Block 4 of this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

- a ☒ an individual technology plan for using the services requested in this application; and/or
- b ☐ higher-level technology plan(s) for using the services requested in this application; or
- c ☐ no technology plan needed; applying for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only.

27 ☒ I certify that I posted my Form 470 and (if applicable) made my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☒ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

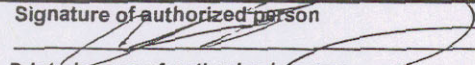
29 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the Billed Entity has not received anything of value or a promise of anything of value, other than services and equipment requested under this form, from the service provider(s), or any representative or agent thereof or any consultant in connection with this request for services.

30 ☒ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Do not write in this area

Entity Number 143585 Applicant's Form Identifier EM8DATA
Contact Person Lawrence Tang Phone Number 626-453-3739

- 31 ☒ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- 32 ☒ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.
- 33 ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
- 34 ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.
- 35 ☒ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the cost of the contract to eligible and ineligible components as required by the Commission's rules at 47 C.F.R. Sec. 54.504(g)(1), (2).
- 36 ☒ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
- 37 ☒ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38	Signature of authorized person		39	Date		
				2/26/05		
40	Printed name of authorized person					
	LAWRENCE TANG					
41	Title or position of authorized person					
	LOCAL AREA NETWORK SYSTEMS ADMINISTRATOR					
42a	Street Address, P.O. Box, or Route Number					
	3540 WILKINSON BLVD					
	City					
	EL MONTE					
	State		Zip Code			
	CA		91731			
42b	Telephone number of authorized person		Ext		42c Fax number of authorized person	
	626 453 3739				626 442 0465	
42d	E-mail address of authorized person					
	LTANG@EMCS.D.ORS					
42e	Name of authorized person's employer					
	EL MONTE CITY SD					

The Americans with Disabilities Act, the Individuals with Disabilities Education Act and the Rehabilitation Act may impose obligations on entities to make the services purchased with these discounts accessible to and usable by people with disabilities.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100**

Attachment # EM8DATA**Billed entity: #143585****Service provider: SBC****Form 471 #404820000509872****Account #332-256-3074-975**

The El Monte City School District, through e-rate funding, has provided internal wiring and switching equipment to make internet service available to all classrooms in all 18 school sites within the district. We are presently using 56 T-1 and 2 DS3 lines as a carrier for telephone and data service for the 18 schools. These lines are primarily used for internet access. Regular phone lines for voice communication are covered under a separate application.

For year 8 Erate, we would like to upgrade our existing WAN from 2 T1 lines per site to add a DS3 line going to each school site and two OC12 lines at the district office to receive the DS3s from each school site.

We will again use the same provider for T-1, DS3 and OC12 lines. Access is provided through our central office, to provide filtering services, then to each of our 18 schools via dedicated DS3 lines.

This will be a shared cost as all are billed through our central phone numbers and accounts.

Attachment summary:

Description	Monthly	Quantity	Monthly	Yearly	Installation	Install Quantity	Total Install
T1 Lines Schools	86	37	\$3,182.00	\$38,184.00			
T1 Lines District	86	19	\$1,634.00	\$19,608.00			
PRY	170	3	\$510.00	\$6,120.00			
DS3 Lines	1650	2	\$3,300.00	\$39,600.00			
DS3 New	1650	18	\$29,700.00	\$356,400.00	\$990.00	18	\$17,820.00
DS3 Add/Drop	150	18	\$2,700.00	\$32,400.00			
OC12 New	4000	2	\$8,000.00	\$96,000.00	\$885.00	2	\$1,770.00
OC12 MUX	2800	2	\$5,600.00	\$67,200.00	\$0.00	0	\$0.00
Totals			\$54,626.00	\$655,512.00	\$1,875.00		\$19,590.00

In addition, three school sites will require special construction charges, before a DS3 can be installed. These sites are:

Byron Thompson School: Installation Charge	= \$35,592.57
Norwood School Installation Charge	= \$38,906.19
Rio Hondo School Installation Charge	= \$49,209.44

Total Pre-discount costs:

Total Monthly:	\$54,626.00
Total Yearly:	\$655,512.00
Total One Time Installation:	\$143,298.20

All costs provided by Pacific Bell – SBC.

Lawrence Tang
Information Technology Administrator
El Monte City School District
Voice (626)453-3739 Fax: (626)442-0465
E-Mail ltang@emcsd.org



December 8, 2003

Pricing for:
(2) OCN OC-12 (Tariff)
(18) DS3 & multiplexer (Calnet)

Post Service Address:
 Monte City School District
 3450 Lexington Av.
 El Monte, CA 91731

Your charges for service will be approximately:

		USOC		36 month (3 Yr)		60 Month (5 Yr)		
RATE ELEMENTS		QTY	Per unit cost	MONTHLY	Installation	Per unit cost	MONTHLY	Installation
OC-N OC-12	TMECS	2	\$ 4,000.00	\$8,000.00	\$1,770.00	\$ 3,000.00	\$6,000.00	\$1,770.00
Add/Drop Mux (OC12)	MPEDX	2	\$ 2,800.00	\$5,600.00	N/A	\$ 2,100.00	\$4,200.00	N/A
Add/Drop Function per DS3	MXJBX	18	\$ 150.00	\$2,700.00	N/A	\$150.00	\$2,700.00	N/A
DS3 Transport	Z35AC	18	\$ 1,250.00	\$22,500.00	\$17,820.00	\$1,250.00	\$22,500.00	\$17,820.00
TOTAL MONTHLY PRICE				\$38,800.00	\$19,590.00		\$35,400.00	\$19,590.00

*Please note this quote does not reflect the (3) sites that require Special Construction

Michael Hicks
Technical Sales Executive
Public Sector
 Ph: 213-975-3069



Retention Period: Active, plus 5 years

Agreement for the Provision of Interstate Special Construction (Upfront Payment Only)

Case Number 04-CA-8938

This Agreement is made and entered into by and between Pacific Bell (hereinafter PB), a California corporation, having its principal office at 140 New Montgomery Street, San Francisco, California and El Monte City of School District (hereinafter Customer).

WHEREAS, pursuant to PB's Special Construction Tariff F.C.C. No. 2, PB will provide interstate special construction of facilities to Customer,

WHEREAS, this construction will consist of (description of the Service): Fiber build to customer prem (Rio Hondo School)

(hereinafter the Special Construction).

THEREFORE, on behalf of the parties and their present or future parents, subsidiaries, affiliates, successors, and assignees, the parties do agree as follows:

1. The Special Construction is subject to payment of the charge listed below. The calculation of this charge is described in the Cost Support Package attached.

NONRECURRING CHARGE \$ 49,209.44

2. PB will not begin construction prior to the Customer paying in full the nonrecurring charge. Prior to the start of Service, Section 2.6.4(G) of Tariff F.C.C. No. 2, "Cancellation Charge", will apply.
3. To accept this Agreement, Customer must execute it and deliver it, along with a check in the amount of \$ 49,209.44 to PB in accordance with the provisions of paragraph 12, herein. The date of Customer's acceptance of this Agreement shall be the date PB receives this Agreement, duly executed by an authorized representative of Customer, along with the check. Should the tariff in which this special construction case is filed not become effective, PB will return to Customer amounts collected under this Agreement.
4. Failure of Customer to accept this Agreement by SBC Engineering constitutes rejection and makes this offer null and void.
5. Failure to begin construction within 90 calendar days of acceptance of this Agreement constitutes rejection and makes this offer null and void. PB will then return to customer amounts collected under this Agreement.
6. The anticipated interval to provide the Special Construction will be 120 days from the date of Customer's acceptance of this Agreement. This anticipated interval, as described in Section 2.3 of Tariff F.C.C. No. 2, is PB's estimate and is in no way binding. PB will incur no liability for failure to meet this anticipated service interval.
7. This Agreement together with the Attachment, constitutes the entire Agreement between the parties on the matter described herein, and any prior agreements, oral or written presentations, statements, understandings, proposals and undertakings with respect to such matter are superseded and replaced by the provisions of this Agreement.
8. This Agreement is wholly subject and subordinate to the provisions of PB Special Construction Tariff F.C.C. No. 2, the rules and regulations of the Federal Communications Commission, and all rules and regulations of any other applicable governmental regulatory authority. Any conflicts that might arise between the language of the tariff and of this Agreement are to be resolved in favor of the language of the tariff.
9. For any modification or supplement of this Agreement to be binding, the modification or supplement must be in writing, accepted by both parties and signed by an authorized representative of each party.
10. Before Customer may assign or otherwise transfer its rights or obligations under this Agreement to another entity, including any entity resulting from a merger or acquisition that involves Customer, Customer must obtain the written consent of PB. Any attempt to make such assignment without obtaining such will be void.



Retention Period: Active, plus 5 years

Agreement for the Provision of Interstate Special Construction (Upfront Payment Only)

Case Number 04-CA-89237

This Agreement is made and entered into by and between Pacific Bell (hereinafter PB), a California corporation, having its principal office at 140 New Montgomery Street, San Francisco, California and El Monte City of School District (hereinafter Customer).

WHEREAS, pursuant to PB's Special Construction Tariff F.C.C. No. 2, PB will provide interstate special construction of facilities to Customer;

WHEREAS, this construction will consist of (description of the Service): Fiber build to customer prem (Norwood School)

(hereinafter the Special Construction).

THEREFORE, on behalf of the parties and their present or future parents, subsidiaries, affiliates, successors, and assignees, the parties do agree as follows:

1. The Special Construction is subject to payment of the charge listed below. The calculation of this charge is described in the Cost Support Package attached.

NONRECURRING CHARGE \$ 38,906.19

2. PB will not begin construction prior to the Customer paying in full the nonrecurring charge. Prior to the start of Service, Section 2.6.4(G) of Tariff F.C.C. No. 2, "Cancellation Charge", will apply.
3. To accept this Agreement, Customer must execute it and deliver it, along with a check in the amount of \$ 38,906.19 to PB in accordance with the provisions of paragraph 12, herein. The date of Customer's acceptance of this Agreement shall be the date PB receives this Agreement, duly executed by an authorized representative of Customer, along with the check. Should the tariff in which this special construction case is filed not become effective, PB will return to Customer amounts collected under this Agreement.
4. Failure of Customer to accept this Agreement by SBC Engineering constitutes rejection and makes this offer null and void.
5. Failure to begin construction within 90 calendar days of acceptance of this Agreement constitutes rejection and makes this offer null and void. PB will then return to customer amounts collected under this Agreement.
6. The anticipated interval to provide the Special Construction will be 120 days from the date of Customer's acceptance of this Agreement. This anticipated interval, as described in Section 2.3 of Tariff F.C.C. No. 2, is PB's estimate and is in no way binding. PB will incur no liability for failure to meet this anticipated service interval.
7. This Agreement together with the Attachment, constitutes the entire Agreement between the parties on the matter described herein, and any prior agreements, oral or written presentations, statements, understandings, proposals and undertakings with respect to such matter are superseded and replaced by the provisions of this Agreement.
8. This Agreement is wholly subject and subordinate to the provisions of PB Special Construction Tariff F.C.C. No. 2, the rules and regulations of the Federal Communications Commission, and all rules and regulations of any other applicable governmental regulatory authority. Any conflicts that might arise between the language of the tariff and of this Agreement are to be resolved in favor of the language of the tariff.
9. For any modification or supplement of this Agreement to be binding, the modification or supplement must be in writing, accepted by both parties and signed by an authorized representative of each party.
10. Before Customer may assign or otherwise transfer its rights or obligations under this Agreement to another entity, including any entity resulting from a merger or acquisition that involves Customer, Customer must obtain the written consent of PB. Any attempt to make such assignment without obtaining such will be void.

Case Number 04-CA-89237

11. The construction, interpretation and performance of this Agreement will be governed by the laws of the State in which the Special Construction is located.
12. Any notice or other communication concerning the subject of this Agreement will be considered to have been given when it is made in writing and delivered in person or deposited in the United States mail certified, return receipt requested, postage prepaid and addressed as follows:

To PB: Michael A. Hicks
SBC California
1010 Wilsher Bl.
Los Angeles, CA 90017

To Customer: Lawrence Tang
El Monte City School District
3540 Lexington
El Monte, CA

To change the above addressees or address, the party will give notice to the other party pursuant to this paragraph.

13. If any governmental body or court that has jurisdiction over this Agreement determines a portion of it to be unenforceable, the balance of the Agreement will be severed from that portion and will continue in full force and effect, unless a failure of consideration would thereby result.
14. Where agreement, approval, acceptance or consent by either party is required by any provision of this Agreement, such action will not be unreasonably delayed or withheld.
15. Both parties represent that they have read this Agreement, understand it and agree to be bound by all its terms and conditions.

El Monte City School District

PACIFIC BELL

(CUSTOMER)	
By	By
Print Lawrence Tang	Print Michael A. Hicks
Title IT Director	Title Technical Sales Executive
Date 01/16/04	Date 01/16/04



Retention Period: Active, plus 5 years

Agreement for the Provision of Interstate Special Construction (Upfront Payment Only)

Case Number 04-CA-89223

This Agreement is made and entered into by and between Pacific Bell (hereinafter PB), a California corporation, having its principal office at 140 New Montgomery Street, San Francisco, California and El Monte City of School District (hereinafter Customer).

WHEREAS, pursuant to PB's Special Construction Tariff F.C.C. No. 2, PB will provide interstate special construction of facilities to Customer;

WHEREAS, this construction will consist of (description of the Service): Fiber build to customer prem (Byron E. Thompson School)

(hereinafter the Special Construction).

THEREFORE, on behalf of the parties and their present or future parents, subsidiaries, affiliates, successors, and assignees, the parties do agree as follows:

1. The Special Construction is subject to payment of the charge listed below. The calculation of this charge is described in the Cost Support Package attached.

NONRECURRING CHARGE \$ 35,592.57

2. PB will not begin construction prior to the Customer paying in full the nonrecurring charge. Prior to the start of Service, Section 2.6.4(G) of Tariff F.C.C. No. 2, "Cancellation Charge", will apply.
3. To accept this Agreement, Customer must execute it and deliver it, along with a check in the amount of \$ 35,592.57 to PB in accordance with the provisions of paragraph 12, herein. The date of Customer's acceptance of this Agreement shall be the date PB receives this Agreement, duly executed by an authorized representative of Customer, along with the check. Should the tariff in which this special construction case is filed not become effective, PB will return to Customer amounts collected under this Agreement.
4. Failure of Customer to accept this Agreement by SBC Engineering constitutes rejection and makes this offer null and void.
5. Failure to begin construction within 90 calendar days of acceptance of this Agreement constitutes rejection and makes this offer null and void. PB will then return to customer amounts collected under this Agreement.
6. The anticipated interval to provide the Special Construction will be 120 days from the date of Customer's acceptance of this Agreement. This anticipated interval, as described in Section 2.3 of Tariff F.C.C. No. 2, is PB's estimate and is in no way binding. PB will incur no liability for failure to meet this anticipated service interval.
7. This Agreement together with the Attachment, constitutes the entire Agreement between the parties on the matter described herein, and any prior agreements, oral or written presentations, statements, understandings, proposals and undertakings with respect to such matter are superseded and replaced by the provisions of this Agreement.
8. This Agreement is wholly subject and subordinate to the provisions of PB Special Construction Tariff F.C.C. No. 2, the rules and regulations of the Federal Communications Commission, and all rules and regulations of any other applicable governmental regulatory authority. Any conflicts that might arise between the language of the tariff and of this Agreement are to be resolved in favor of the language of the tariff.
9. For any modification or supplement of this Agreement to be binding, the modification or supplement must be in writing, accepted by both parties and signed by an authorized representative of each party.
10. Before Customer may assign or otherwise transfer its rights or obligations under this Agreement to another entity, including any entity resulting from a merger or acquisition that involves Customer, Customer must obtain the written consent of PB. Any attempt to make such assignment without obtaining such will be void.

☐ Official File Copy, If Checked in Red

Case Number 04-CA-89223

11. The construction, interpretation and performance of this Agreement will be governed by the laws of the State in which the Special Construction is located.
12. Any notice or other communication concerning the subject of this Agreement will be considered to have been given when it is made in writing and delivered in person or deposited in the United States mail certified, return receipt requested, postage prepaid and addressed as follows:

To PB: Michael A. Hicks
SBC California
1010 Wilsher Bl.
Los Angeles, CA 90017

To Customer: Lawrence Tang
El Monte City School District
3540 Lexington
El Monte, CA

To change the above addressees or address, the party will give notice to the other party pursuant to this paragraph.

13. If any governmental body or court that has jurisdiction over this Agreement determines a portion of it to be unenforceable, the balance of the Agreement will be severed from that portion and will continue in full force and effect, unless a failure of consideration would thereby result.
14. Where agreement, approval, acceptance or consent by either party is required by any provision of this Agreement, such action will not be unreasonably delayed or withheld.
15. Both parties represent that they have read this Agreement, understand it and agree to be bound by all its terms and conditions.

El Monte City School District

PACIFIC BELL

(CUSTOMER)	
By	By
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Date 01/16/04	Date 01/16/04

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January 2005 Announcements

Please click on the topic below to view the most recent announcements:

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- [SLD Announces WebEx Training Schedule for January and February 2005 \(1/21/05\)](#)
- [Letter to the Field for 2005 \(1/13/05, revised 1/14/05 and 1/25/05\)](#)
- [Approved FY2004 Internal Connections Requests To Be Funded to 81% \(1/6/05\)](#)
- [Second Session Added for Online Item 21 Training \(1/6/05\)](#)
- [What's New Archives.](#)

471 Window to Close on February 18 (1/25/05)
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The FY2005 Form 471 application filing window has been extended one day, to 11:59 PM EST on Friday, February 18. The SLD, in consultation with the FCC, has extended the window because the first version of the [Letter to the Field for 2005](#) incorrectly featured January 21, 2005 as the last possible day to post a Form 470 and still file a Form 471 before the close of the filing window. This change will allow applicants who posted a Form 470 on January 21 the opportunity to file a Form 471 before the close of the filing window.

SLD Announces WebEx Training Schedule for January and February 2005 (1/21/05)
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The SLD will conduct the following WebEx training sessions during January and February 2005. To enroll, please go to the following link on the [SLD's WebEx training site](#) and click on "Live Sessions".

Seating is limited and signup for the session is first-come first-serve. Participants must pay for their own long-distance charges.

WebEx will provide notification via e-mail to those registrants accepted to participate in the training. If you have any questions, please send an e-mail to slwebextraining.

List of topics:

Session	Date & Time	Presenter
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Appeals	1/21/2005 3:00 pm EST	Roxane Ortman
Commitment Adjustments	1/24/2005 10:00 am EST	Andy Eisley
Competitive Bidding	1/24/2005 3:00 pm EST	Catriona Ayer
Technology Planning	1/24/2005 4:00 pm EST	Catriona Ayer
Program Compliance	1/26/2005 1:30 pm EST	Catriona Ayer
Invoicing	2/16/2005 4:00 pm EST	Mick Kraft

Letter to the Field for 2005 (1/13/05, revised 1/14/05 and 1/25/05)	Top of Page
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This letter provides you with valuable information on applying for discounts on eligible services for Funding Year 2005 (July 1, 2005 – June 30, 2006) from the Universal Service Support Mechanism's Schools and Libraries Program ("E-rate"). It has been compiled to offer you highlights of the most up-to-date information to assist you in submitting a successful application. The letter contains important dates for Funding Year 2005. "). **The letter has been revised. Please note that the last date to post your Form 470 has been corrected to January 21, 2005. Also note that the Funding Year 2005 application filing window closes on February 18, 2005, which is a Friday. [Follow this link to the Revised Letter to the Field](#) [PDF, 59kb]**

Approved FY2004 Internal Connections Requests To Be Funded to 81% (1/6/05)	Top of Page
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Wave 11 for Funding Year 2004 will be issued on Tuesday, January 11, 2005. This wave will include funding for approved Internal Connections requests down to the 81% discount level. With this wave, the SLD expects to resume issuing biweekly funding commitment decisions on FY2004 applications.

There is no decision yet on whether funds will be sufficient to fully fund Internal Connections requests with discount percentages below 81%. Further information on funding requests for Internal Connections below 81% will be posted to this web site as it becomes available.

The issuance of this wave is consistent with HR 5419, which President Bush has signed into law. Among other things, this law provides a temporary suspension (through December 31

law provides a temporary suspension (through December 31, 2005) of the Antideficiency Act as applied to the Universal Service Fund.

**Second Session Added for Online Item 21
Training (1/6/05)**

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SLD has scheduled a second training session on the Online Item 21 for Wednesday, January 12, from 2:00 - 3:30 PM EST.

To register for a session or to review the complete schedule of all USAC WebEx training sessions — which cover Invoicing, Appeals, Technology Planning, Competitive Bidding, Program Compliance, Audits, and other topics of interest — please visit the [SLD WebEx site](#).

Content Last Modified: January 25, 2005

Need help? You can contact us toll free at 1-888-203-8100.
Our hours of operation are 8AM to 8PM, Eastern Time, Monday through Friday.
Aware of fraud, waste, and abuse, report it to our [Whistleblower Hotline](#)!

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Universal Service Administrative Company
Schools & Libraries Division

Dear School or Library Leader:

This letter provides you with valuable information on applying for discounts on eligible services for Funding Year 2005 (July 1, 2005 - June 30, 2006) from the Universal Service Support Mechanism's Schools and Libraries Program ("E-rate"). This letter was posted on the Schools and Libraries Division (SLD) section of the Universal Service Administrative Company's (USAC) web site on January 13, 2005 and revised on January 25, 2005.

Important Dates for Funding Year 2005:

- **December 14, 2004:** The Funding Year 2005 (July 1, 2005 through June 30, 2006) Form 471 application filing window opened at noon (EST) on Tuesday, December 14, 2004 and will close at 11:59 pm (EST) on Friday, February 18, 2005.
- **January 21, 2005 (For online filers):** The last POSSIBLE date to post your Form 470 online in order to meet the 28-day filing requirement and to submit a complete Form 471 by the window close. Forms 470 must be posted to the web site and Requests for Proposals (RFPs) must be available to potential bidders for at least 28 days prior to selecting a service provider, entering a contract, and signing and submitting a complete Form 471. We will make every effort to complete data entry and problem resolution of Forms 470 submitted on paper and received in Lawrence, Kansas before that date, however the applicant must assume the risk of not meeting the 28-day waiting period if the Form 470 has not already been received.
- **Friday, February 18, 2005:** The Form 471 filing window closing date has been changed. Form 471 window will close at 11:59 PM EST on that date. All Form 471 materials must be completed online, received by the SLD or postmarked no later than 11:59 PM EST on February 18, 2005. ALL Form 471 materials means:
 - Form 471 - either online or on paper,
 - Form 471 Block 6 Certifications - either online or on paper, and
 - Form 470 Block 5 Certifications of any Form 470 cited in a Funding Year 2005 Form 471 - either online or on paper.

Please note: Forms 470 submitted in a previous year can be cited on a Funding Year 2005 Form 471 if they established the competitive bidding process for the funding request and if completed certifications have been received by the SLD.

Key Information:

- THE FORM 470 MUST BE POSTED TO THE SEB SITE FOR AT LEAST 28 DAYS. Allow time to conduct an open and fair competitive bidding process. The form must list all services for which you intend to request discounts, except for services covered by pre-existing contracts that do not terminate until the end of the funding year and which were featured on a Form 470 filed in a previous funding year. The services listed on the Form 470 should be supported by the technology plans in place for all of the entities that are to receive these services. You may also list other services in the technology plan and the Form 470 that are not eligible for E-rate discounts in order to assist you in your procurement process. You must also retain all competitive bidding documentation.
- RFPs MUST BE AVAILABLE TO POTENTIAL BIDDERS FOR 28 DAYS. The FCC's Ysleta Order (FCC 03-313 released December 8, 2003) states that if "...the applicant also relies on an RFP as the basis of its vendor selection, that RFP must also be available to bidders for 28 days."
- Once the Form 470, and RFP if used, has been posted for 28 days, you may choose the service provider(s), enter into a contract, if applicable, and submit a complete Form 471.
- For guidance on eligible products and services, please review the "Eligible Services List" posted in the Reference Area of the web site. Request discounts on only eligible products/services.
- Submit Form 471, Block 5, Item 21 attachments with your Form 471 or as soon after filing that form as possible. CLEARLY LABEL ALL ITEM 21 ATTACHMENTS WITH THE APPLICANT FORM IDENTIFIER AND, IF AVAILABLE, THE FORM 471 APPLICATION NUMBER AND FUNDING REQUEST NUMBER. SLD can't review your application until your Item 21 attachments are received.

Visit us online at: www.sl.universalservice.org

- Be sure that you have **signed** a contract, if applicable, with your chosen service provider(s) PRIOR to submitting your complete Form 471. Contracts must be signed and dated by both parties.
- Tell your service provider(s) whether you prefer 1) to pay all charges - both discount and non-discount portions - and be reimbursed the discount portion later or 2) you prefer to pay only the non-discount portion and have the approved discount applied to your bill. You are encouraged to include this information in your contract.
- Be sure you can substantiate that all Form 471, Block 6 certifications are true and correct to the best of your knowledge.

File Online: BOTH Forms 470 and 471 can be filed and certified online, on either PCs or Macs. Online filing ensures that you meet Minimum Processing Standards for your forms and allows for quick feedback, early acknowledgment and earlier decisions.

File Successfully: The following rules are the easiest to follow, broken most often, and have led to funding denials in the past:

- Conduct a fair and open competitive bidding process.
- Wait 28 days after posting your Form 470 to select a service provider and sign a contract.
- Wait 28 days after posting your Form 470 to submit a completed Form 471.
- Submit a complete Form 471 on or before the application filing window closes.

NEW Form 471 for FY2005: If you're filing your Form 471 on paper, be sure to use the current OMB approved version of the Form 471 with the date of November 2004 in the lower left-hand corner. Any other version of the Form 471 will be rejected.

Letters of Agency: A person signing program forms must be authorized to make the certifications required by FCC rules, including the accuracy of the information on the form. If that person is not an employee of the applicant, he or she should have a Letter of Agency (LOA). To be valid, LOAs must contain the signature of the employee of the organization providing the authorization to the submitter, a clear statement of what that person is authorized to do, and the date of that signature. They must also contain the effective dates of the authorization, not simply "from Jan. 1, 2005 on."

Choose the Most Cost-Effective Alternative: When choosing among multiple service providers listed on a state's Multiple Award Schedule when there are price or price cap variations among the providers, you must choose the most cost-effective alternative among those service providers with the price of providing eligible goods and services being the most heavily weighted factor. Save documentation to demonstrate that such an evaluation was conducted.

Technology Planning: The FCC's Fifth Order (FCC 04-190 released August 13, 2004) clarified and revised the guidance and rules for technology plan timing, content and approval. When a technology plan is required, it must cover all 12 months of the funding year, must have been written before the Form 470 is filed and must be approved by an SLD-certified approver prior to commencement of discounted services. Technology plans are not required for basic local, cellular, PCS, and/or long distance telephone service and/or voice mail. The technology plan must show the dates that the plan covers in order to demonstrate that the plan covers the whole funding year. Technology plans should be approved for a period of not more than three years. We will deny discount funding requests if the technology plan has not been updated in more than five years. Furthermore, technology plans that do not contain the required five elements may result in the denial of funding.

New Category of Service: Effective in Funding Year 2005, there are four service categories: Telecommunications Service, Internet Access, Internal Connections Other than Basic Maintenance, and Basic Maintenance of Internal Connections. The FCC's Third Order (FCC 03-323 released December 23, 2003) restricts the frequency of the benefit of discounted Internal Connections by individual entities to twice every five years. This does not apply to costs for maintenance of equipment.

On-premise Priority 1 Equipment: The SLD can fund Priority 1 discount funding requests that include components at the applicant site, but only under narrow conditions that ensure that the on-site components are a bona fide part of an eligible Priority 1 service. These and all funding requests must be the most cost-effective alternative. The SLD will give close scrutiny if the cost to lease on-premise equipment appears to exceed the purchase price of that equipment. As a general matter, the cost to lease on-premise equipment should not exceed the purchase price of that equipment.

Purchase Orders as Contracts: If state law views purchase orders (POs) as contracts, POs may be used to fulfill the contract requirement. **The PO MUST be signed and dated by both parties and must cover the funding year or part of the funding year during which services will be delivered.** If the PO expires before the start of the funding year, the PO (contract) is not valid for that funding year.

Thirty Percent (30%) Rule: FCC rules require that funding requests be in compliance with the statute and Commission rules. If it is found that 30% or more of the amount of a funding request is not in compliance we will deny 100% of the request. Some examples include ineligible services or a contract that includes ineligible entities. You should use the Form 471 to remove the costs of ineligible components from the prediscount price.

NCES and FSCS Codes: Effective for Funding Year 2005 you will be asked to provide the National Center for Education Statistics (NCES) or Federal-State Cooperative System (FSCS) code for any recipient of service in the Form 471, Block 4 Discount Calculation Worksheet. This will allow us to 1) update our records with the current district/system to building/branch relationships so that 2) we can simplify the review and application process and 3) assist the Department of Education in maintaining current data. In the event you do not have the necessary code at the time you file your application, you will still be able to successfully apply. We will post guidance and additional information on the web site as it becomes available.

FCC Registration Numbers: Effective November 1, 2004, FCC rules require E-rate program participants to have an FCC Registration Number. However, Forms 470 and 471 for Funding Year 2005 do not require this data. FCC Registration Numbers are assigned based on the Taxpayer Identification Number (TIN) and can be requested from the FCC. Please continue to review the web site for additional guidance.

Equipment transfers. After three years equipment purchased with E-rate discounts can be transferred to another eligible entity. The FCC's Third Order amended the rules to prohibit a transfer of equipment within three years after purchase. Transfers prior to three years can take place only if there is a permanent or temporary closing of the facility. In no case can a transfer be for money or any other thing of value.

Pay your share in 90 days. The FCC concluded in its Fifth Order that a reasonable timeframe for a beneficiary to pay its non-discount share to its service provider(s) is within 90 days of the delivery of service. Failure to pay within this timeframe will constitute a violation of the rule that the beneficiary must pay its share.

Carefully review all certifications on all program forms. Recent FCC Orders have codified new rules and clarified existing ones. This has resulted in changes to program forms and certifications. The authorized person who signs the form is responsible for the accuracy of those certifications.

Retain documentation: FCC rules require that you retain documents to demonstrate compliance with these rules for a period of at least five years after the last day of service delivered. Refer to "Document Retention Requirements" in the Form 470 and Form 471 instructions for a descriptive list of many of the documents you must retain.

Recovery of funds: The FCC's Fourth Order (FCC 04-181 released July 30, 2004) amended program rules to "seek recovery from schools and libraries in certain instances." Recovery of funds distributed in violation of the statute or Commission rules will be directed at the party or parties that are in violation of the statute or rule.

You are responsible for the accuracy of your Form 471, Item 25 certification. At Item 25 you certify that you have secured access to the resources necessary to pay for (1) the non-discount portion of the costs for eligible services within the funding year as well as (2) the ineligible products and services to make effective use of the eligible services you have requested. "Secured access" means that you can show that these funds are, or will be, part of your annual budget or, if you are obtaining the funds from an outside revenue source, that these funds have been acquired or committed. If you obtain these funds from an outside source, the funds may not come directly or indirectly from your service provider(s).

This letter has been compiled to offer you highlights of the most up-to-date information to assist you in submitting a successful application. However, it is not a complete description of program requirements. You should consult FCC rules and orders available at the FCC web

site as well as the SLD section of the USAC web site at www.sl.universalservice.org. The SLD Client Service Bureau is also available to answer questions during normal business hours:

E-mail:	Use the "Submit a Question" link from the SLD web site
Toll-free Fax:	1-888-276-8736
Toll-free Phone:	1-888-203-8100

Thank you for your continued participation and support.

George McDonald
Vice President, Schools and Libraries Division

**Schools and Libraries Universal Service
Description of Services Requested and Certification Form**

Estimated Average Burden Hours Per Response: 4 hours

**Instructions for Completing the
Schools and Libraries Universal Service
Description of Services Requested and Certification Form (FCC Form 470)**

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- Although it is not required, we encourage you to file your Form 470 online. This speeds the processing of your form, reduces errors, and avoids rejection due to failure to meet Minimum Processing Standards.
- Do you qualify for E-certification? (See "For Applicants Filing This Form Online" below.) If you do, you may obtain a User ID and a PIN and certify your Form 470 online as well.
- Review the "MINIMUM PROCESSING STANDARDS AND FILING REQUIREMENTS" for Manual Filers, if you are filing on paper.
- The purpose of the FCC Form 470 is to open a competitive bidding process for the services desired.
- An applicant cannot seek discounts for services in a category of service on the Form 471 if those services in those categories were not indicated on a Form 470.
- The Form 470 MUST be completed by the entity that will negotiate with potential service providers.
- The Form 470 cannot be completed by a service provider who will participate in the competitive process as a bidder. If a service provider is involved in preparing the Form 470 and that service provider appears on the associated Form 471, this will taint the competitive process and lead to denial of funding requests that rely on that Form 470.
- The Form 470 applicant is responsible for ensuring an open, fair competitive process and selecting the most cost-effective provider of the desired services, with price as the most heavily weighted factor in the evaluation.
- Required documents MUST be retained for a period of at least five years after the last day of service delivered. You may be audited pursuant to participation in the schools and libraries program.

NOTICE

Section 54.504 of the Federal Communications Commission's (FCC) rules requires all schools and libraries requesting universal service discounts to file—individually, or as a district or system, or as a consortium—*this Description of Services Requested and Certification Form (FCC Form 470)* with the Universal Service Administrator, which is the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). 47 C.F.R. § 54.504. For purposes of this form, the Universal Service Administrator will be referred to as the SLD. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data collected in FCC Form 470 will be used to ensure that schools and libraries and any consortia they comprise comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide this information to these agencies through the matching of computer records when authorized.

If you do not provide the information requested on this form, the processing of your application will be delayed and your application may be returned to you without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.* An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Public reporting burden for this collection of information is estimated to average four hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden, to the Federal Communications Commission, Performance Evaluation and Records Management Branch, Washington, DC 20554.

I. INTRODUCTION

On May 7, 1997, the Commission adopted rules providing discounts on eligible Telecommunications Services, Internet Access, and Internal Connections for eligible schools and libraries. To initiate the required competitive bidding process, begin by filing FCC Form 470 with the SLD. The SLD will post this Form 470 on the SLD web site. Contracts for newly contracted services or the selection of service providers for tariffed or month-to-month services cannot occur earlier than 28 days after either the descriptions set forth in the relevant Form 470 posted on the SLD web site www.sl.universalservice.org or the public availability of your RFP, whichever is later. The SLD will notify the applicant of the date that the applicant's request is posted and the date on which the 28-day waiting period ends based on the date that the Form 470 was posted to the web site. Complete program information — including more information on the competitive bidding requirement — is posted to the Schools and Libraries Division (SLD) web site at www.sl.universalservice.org. You may also contact the SLD Client Service Bureau. (See "Assistance in Completing This Form" below.)

II. REQUIREMENTS AND GENERAL INSTRUCTIONS

A. Who Must File

Schools and libraries requesting universal service discounts must seek competitive bids using Form 470. The entity that will negotiate with potential service providers must complete Form 470. The Form 470 cannot be completed by a service provider who will participate in the competitive process as a bidder.

For purposes of the universal service support mechanism, schools must meet the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. § 7801(18) and (38). An elementary school is a non-profit institutional day or residential school, including a public elementary charter school, that provides elementary education, as determined under state law. 47 C.F.R. § 54.500(b) and 20 U.S.C. § 7801(18). A secondary school is a non-profit institutional day or residential school, including a public secondary charter school, that provides secondary education, as determined under state law, except that such term does not include any education beyond grade 12. 47 C.F.R. § 54.500(j) and 20 U.S.C. § 7801(38). Schools operating as for-profit businesses or who have endowments exceeding \$50 million are not eligible. 47 C.F.R. § 54.501(b)(2) and (b)(3).

Libraries must meet the statutory definition of library or library consortium found in the Library Services and Technology Act, Pub. L. No. 104-208, sec. 211 *et seq.*, 110 Stat. 3009 (1996) (LSTA) and must be eligible for assistance from a state library administrative agency under that Act. A library includes: "(1) a public library; (2) a public elementary school or secondary school library; (3) an academic library; (4) a research library, which for the purposes of this definition means a library that: (i) makes publicly available library services and material suitable for scholarly research and not otherwise available to the public; and (ii) is not an integral part of an institution of higher education; and (5) a private library, but only if the state in which such private library is located determines that the library should be considered a library for purposes of this definition." 47 C.F.R. § 54.500(c). A library's eligibility for universal service funding also depends on its funding as an independent entity. **Only libraries whose budgets are completely separate from any schools (including, but not limited to, elementary and secondary schools, colleges and universities) shall be eligible to receive discounted services under the universal service support mechanism.** 47 C.F.R. § 54.501(c)(2). For example, an elementary school library would only be eligible to receive discounted services if its budget were completely separate from the elementary school. If its budget

were not completely separate from the elementary school, the elementary school library would not be eligible for support independent from the school with which it is associated.

A library consortium is "any local, statewide, regional, or interstate cooperative association of libraries that provides for the systematic and effective coordination of the resources of school, public, academic, and special libraries and information centers, for improving services to the clientele of such libraries." 47 C.F.R. § 54.500(d).

Libraries operating as for-profit business shall not be eligible for discounts. 47 C.F.R. § 54.501(c)(3).

B. When, Where, and How Many Forms 470 to File

When:

Beginning with the application process for Funding Year 2000 (July 1, 2000 through June 30, 2001), you are required to file Form 470 in the current application period only if you are applying for discounts for one of the following types of services:

- Tariffed or month-to-month services for which you do not have a signed, written contract.
- Services for which a new written contract is sought for the funding year in Item 2. Services under a multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous program year.

You may file Form 470 after the SLD posts notice and when you begin your procurement process, as long as it is at least 28 days before you select your service provider and file Form 471 for those above services. Services covered by a **qualified existing contract** for all or part of the funding year, including multi-year contracts signed pursuant to the posting of a Form 470 in a previous funding year, do not require the filing of a Form 470, since you are not seeking bids for these services. A qualified existing contract is:

- a signed, written contract executed pursuant to the posting of a Form 470 in a previous funding year,
OR
- a contract signed on or before 7/10/97 and reported on a Form 470 in a previous year as an existing contract.

Notice will be posted each year on the SLD web site when we will begin accepting Forms 470 for posting for the upcoming funding year. It is your responsibility to check the SLD web site, or contact the SLD Client Service Bureau (CSB) – see "Assistance in Completing this Form" below – to get the announcement of the filing window dates. In general, this notice will be posted at least 12 months before the start of the appropriate funding year. The precise timeframe for filing Form 470 depends on the kind of service you are seeking.

Where:

If you are seeking support for eligible services not covered by a qualified, existing contract, you must file Form 470. The Form 470 must be filed **either online at the SLD web site, or on paper at the address listed at the bottom of the form (SLD Form 470, P.O. Box 7026, Lawrence, Kansas 66046-7026).** For express delivery or U.S. Postal Service Return Receipt Requested, send to: **SLD Forms, ATTN: SLD Form 470, 3833 Greenway Drive, Lawrence, Kansas 66046,** phone (888) 203-8100. **DO NOT FILE THIS OR ANY OTHER UNIVERSAL SERVICE FORM WITH THE FCC.**

How many:

You may file one Form 470 for all of the services for which you are required to file Form 470, or you may file separate Forms 470 for each type of service. Also, an individual school or library may be covered by more than one Form 470 filed by different consortia for different services.

After your Form 470 is posted:

Once you file your Form 470, it is posted to the SLD web site for competitive bidding. Your form must be posted for at least 28 days on the SLD web site before you can sign a contract or enter into an agreement for services, and before you can sign or submit an FCC Form 471. After you sign a contract or select a vendor, you (or the billed entities you represent) can initiate the next step in the application process, the filing of FCC Form 471. Upon processing or posting of the Form 470, the SLD will notify you of the date upon which you may sign a contract or select a vendor for new services or file Form 471. 47 C.F.R. §54.504(b)(4). This date will be referred to as the "Allowable Vendor Selection/Contract Date."

C. Assistance in Completing This Form

There are several sources of assistance to guide you in completing this form. If you complete this form online on the SLD web site, prompts may occur to assist you as you enter information. Whether you file online or on paper, you are also urged to consult the Reference Area of the SLD web site for additional program guidance that may be useful in completing this form. You may also contact the SLD Client Service Bureau (CSB) by e-mail using the "Submit a Question" link on the SLD web site, by fax at 1-888-276-8736 or by phone at 1-888-203-8100.

D. Compliance

Schools and libraries filing false information are subject to penalties for false statements under Title 18 of the United States Code, 18 U.S.C. § 1001. FCC rules require that program participants retain all documents to demonstrate compliance with the statute and FCC rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. Thus, if applicants represent multiple entities, collect data from those entities, and add up that data, they must retain those data sheets for five years. If an applicant is audited, it must be prepared to make the worksheets and other records used to compile these forms available to the auditor and/or the SLD, and it must be able to demonstrate to the auditor and/or SLD how the entries in its application were derived. The following descriptive list is provided to illustrate documents that service providers and program beneficiaries must retain pursuant to program recordkeeping requirements, but can't be considered exhaustive: